negligence," however, the question was properly excluded in the above form since it assumed facts not proven, and was not restricted merely to prior accidents but included also subsequent accidents. *Branch* v. *Klatt,* (Mich. 1912) 138 N. W. 263.

The opinion discloses that the Michigan court has at different times entertained different views in respect to the admissibility of evidence of prior accidents occurring at the place presently in question. The main criticism against the admission of such evidence is that it operates to prejudice the party before the jury and to confuse the issues. The entire opinion in *Woodworth* v. *Detroit United Railway,* 153 Mich. 108 is devoted to the settlement of this question and the conclusion is definitely set forth that "such testimony has a legitimate bearing upon the issue of negligence" and must be deemed admissible to establish both notice and negligence. In this connection see: *Bloomington* v. *Legg,* 151 Ill. 9; *Taylorville* v. *Stafford,* 196 Ill. 288; *Martinez* v. *Planel,* 36 Ill. 578; *Fordham* v. *Gouverneur Village,* 160 N. Y. 541; *Hunt* v. *Dubuque,* 96 Ia. 314; WIGMORE, EVIDENCE, §§ 252, 458.

EVIDENCE—PAROL EVIDENCE TO CONSTRUE WRITTEN INSTRUMENT.—Action upon a fire insurance policy by which the defendant company insured certain household goods of "Hammond Bros." for a specified period and while located in a specified building occupied by assured as a hotel and saloon. Plaintiff maintained that this policy covered not only the partnership property of Hammond Bros. but also the individual property of the partners. Defendant disputed the latter contention. *Held,* that parol evidence might be introduced to show that the term "Hammond Bros." was intended to be descriptive of both the partnership and of the individuals comprising it. *Hammond* v. *Capitol City Mutual Fire Ins. Co.* (Wis. 1912) 138 N. W. 92.

The court, admitting that decisions might be found taking a view contrary to that presently adopted, said, "But no good reason is perceived why parol proof of such conversations or negotiations is not admissible to solve a latent ambiguity in a writing, thus enabling the court to determine upon what precise subject matter the minds of the parties met. Nothing in the writing is thereby contradicted, nothing subtracted, nothing added. Cases not infrequently arise where members of a partnership have placed their individual names to an obligation and the question has been debated whether parol evidence might be availed of to prove that the obligation was actually incurred for and in behalf of the partnership. The instant case, however, presents a converse situation. An apparent partnership obligation is shown by parol evidence to include not only the partnership but also the individual members thereof as beneficiaries. Principles pertinent to the discussion are treated in the following cases: *L'Engle* v. *Scottish Union &c Ins. Co.* 48 Fla. 82; 67 L. R. A. 581: *Reed* v. *Insurance Co.,* 95 U. S. 23; *Washington Mutual Fire Ins. Co.* v. *St. Mary's Seminary,* 52 Mo. 480: *Davis* v. *Turner,* 120 Fed. 605: *Hogan* v *Wallace* 166 Ill. 328.

INSURANCE.—ELECTION TO REBUILD.—REMEDY OF THE INSURED.—An insurance company, in the exercise of its reserved option "to repair, rebuild or re-